

FOURTH BIDDER

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DBE - COMMITMENT
 DES-OE-0102.10D (REV 12/2014)

08-30-16P12:45 RCVD

CONTRACT NO:
01-0B5004

BID AMOUNT:
\$ 15,369,190.00

BID OPENING DATE: 8/25/2016

BIDDER'S NAME: GORDON N. BALL, INC.

DBE GOAL FROM CONTRACT %: 5%

DBE PRIME CONTRACTOR CERTIFICATION ¹ :	TOTAL NUMBER OF ALL SUBCONTRACTS (DBE & NON-DBE)	TOTAL VALUE OF ALL SUBCONTRACTS (DBE & NON-DBE)
N/A	FIVE	\$5,912,157.85

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OF SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	WORK CATEGORY CODES ³	NAME OF DBEs (Must be certified on the date bids are opened. Include Caltrans' certification no., DBE address, and phone number. Show 2nd and lower tier subcontractors)	AMOUNT (\$)
17, 18, 20, 21, 23, 24, 28, 69, 70, 72, 124, 104, 105, 106, 107, 108, 112, 113, 114	SEE ATTACHED DBE CONFIRMATION FORM	C0621, C0670, C0680	WATER COMPONENTS & BUILDING SUPPLY, INC. 44 SIMMS ST. SAN RAFAEL, CA 94901 415.524.8290 DBE#27363	\$44,630.59
100	SEE ATTACHED DBE CONFIRMATION FORM	C0654	RUPERT CONSTRUCTION SUPPLY 3941 PARK DRIVE, SUITE 20-487 EL DORADO HILLS, CA 95762 925.229.5577 DBE#32785	\$139,200.00

Show all DBE firms being claimed for credit, regardless of tier. Attach written confirmation from each DBE shown stating that it will be participating in the contract to perform the specific work shown for the specific amount agreed to.

The names of the 1st tier DBE subcontractors and items of work must be consistent with the Subcontractor List (Pub Conf Code § 4100 et seq.).

¹Each DBE prime contractor must enter its certification number and show all work to be performed by DBEs, including work performed by its own forces.

²If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

³Use Work Category Codes from the California Unified Certification Program database.

Total Claimed Participation

SEE NEXT PAGE

SEE NEXT PAGE

%

The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (49 CFR 26.53).

Signature of Bidder

SEE NEXT PAGE

SEE NEXT PAGE

Date

(Area Code) Tel. No.

SEE NEXT PAGE

SEE NEXT PAGE

Person to Contact

(Please Type or Print)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

Contract No. 01-0B5004

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VARIOUS	SEE ATTACHED DBE CONFIRMATION FORM	C9774	R&S TRUCKING P.O. BOX 414 FULTON, CA 95439 707.571.8820 DBE#38042	\$587,000.00

Show all DBE firms being claimed for credit, regardless of tier. Attach written confirmation from each DBE shown stating that it will be participating in the contract to perform the specific work shown for the specific amount agreed to.

The names of the 1st tier DBE subcontractors and items of work must be consistent with the Subcontractor List (Pub Conf Code § 4100 et seq.)

¹Each DBE prime contractor must enter its certification number and show all work to be performed by DBEs, including work performed by its own forces.

²If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

³Use Work Category Codes from the California Unified Certification Program database.

Total Claimed Participation

\$ 770,830.59

5.02 %

The bidder acknowledges that it is committed to use the DBEs shown on this form to meet the contract goal (49 CFR 26.53).

Signature of Bidder

8/26/2016

(925) 838.5675

Date

(Area Code) Tel. No.

Person to Contact

HAL STOBBER

(Please Type or Print)

ADA Notice

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WATER COMPONENTS & BUILDING SUPPLY, INC.
44 SIMMS ST., SAN RAFAEL, CA 94901
P: 415.524-8290 F: 415.524.8293
CALTRANS DBE # 27363 (EXP 4/27/19)
CALIFORNIA SBE # 14184 (EXP 4/30/18)
CPUC WBE # 9FN00045 (EXP 6/19/18)

MATERIAL QUOTE

PROJECT: CALTRANS - 01-0B5004

BID #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
17	TEMPORARY COVER				
	GEOTEXTILE (15' x 300')	6,500	SY	\$ 0.90	\$ 5,850.00
	3/8" POLY ROPE (600' / COIL) - AS NEEDED	1	COIL	\$ 45.00	\$ 45.00
	18" x 30" - 8OZ NW GRAVEL BAG (EMPTY / NO TIE)-AS NEEDED	1	EA	\$ 3.00	\$ 3.00
	11" ZIP TIES (1000 / BAG) -AS NEEDED	1	BAG	\$ 60.00	\$ 60.00
					NO SUB TOTAL
18	TEMPORARY CHECK DAM - TYPE 1				
	8" x 25' BIODEGRADABLE STRAW WATTLE	425	LF	\$ 1.05	\$ 446.25
	1" x 2" x 24" NOTCHED WOOD STAKE (50 / BUNDLE)	7	BUNDLE	\$ 21.00	\$ 147.00
	1/4" SISAL ROPE (1200' / COIL)	1	COIL	\$ 62.00	\$ 62.00
					\$ 655.25
	TEMPORARY CHECK DAM - TYPE 2				
	18" x 30" - 8OZ NW GRAVEL BAG (EMPTY / NO TIE)	175	EA	\$ 3.00	\$ 525.00
	11" ZIP TIES (1000 / BAG)	1	BAG	\$ 60.00	\$ 60.00
					\$ 585.00
20	TEMPORARY FIBER ROLLS				
	8" x 25' BIODEGRADABLE STRAW WATTLE	3,825	LF	\$ 1.05	\$ 4,016.25
					\$ 4,016.25
	TYPE 1 INSTALLATION				
	1" x 1" x 24" REG WOOD STAKE (50 / BUNDLE)	20	BUNDLE	\$ 12.00	\$ 240.00
OR					\$ 240.00
	TYPE 2 INSTALLATION				
	1" x 2" x 24" NOTCHED WOOD STAKE (50 / BUNDLE)	62	CUNDLE	\$ 21.00	\$ 1,302.00
	1/4" SISAL ROPE (1200' / COIL)	4	COIL	\$ 62.00	\$ 248.00
					\$ 1,550.00
21	TEMPORARY GRAVEL BAG BERM				
	18" x 30" - 8OZ NW GRAVEL BAG (EMPTY / NO TIE)	1,425	EA	\$ 3.00	\$ 4,275.00
	11" ZIP TIES (1000 / BAG)	2	BAGS	\$ 60.00	\$ 120.00
					\$ 4,395.00
23	TEMPORARY SILT FENCE				
	*3' x 100' DOT RWB HD SILT FENCE W / POLES 8' OC	400	LF	\$ 0.35	\$ 140.00
	* EXCEPTION TAKEN TO SEWN POCKETS				\$ 140.00
24	TEMPORARY CONSTRUCTION ENTRANCE FABRIC				
	CLASS 8 RSP FABRIC (15' x 300')	1	ROLL	\$ 450.00	\$ 450.00
					\$ 450.00

Quantities are estimates only; prices subject to change if WCBS cost change. Contractor is responsible for verifying types and quantities before bidding and or purchasing. Quote valid for 30 days only. Sales tax not included. Terms: Net 30. Full T.L. FOB jobsite. 10% deposit may be required when order is placed. Subject to terms in subsequent PO or contract.

WATER COMPONENTS & BUILDING SUPPLY, INC.
44 SIMMS ST., SAN RAFAEL, CA 94901
P: 415.524-8290 F: 415.524.8293
CALTRANS DBE # 27363 (EXP 4/27/19)
CALIFORNIA SBE # 14184 (EXP 4/30/18)
CPUC WBE # 9FN00045 (EXP 6/19/18)

MATERIAL QUOTE

PROJECT: CALTRANS - 01-0B5004

BID #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
28	TEMPORARY ESA FENCE				
	4' x 100' DOT ESA FENCE	200	LF	\$ 0.35	\$ 70.00
	6' LIGHT WEIGHT T-POST	25	EA	\$ 4.50	\$ 112.50
	T-POST SAFETY CAP - OSHA (100 / BOX)	1	BOX	\$ 150.00	\$ 150.00
	11" ZIP TIES (1000 / BAG)	1	BAG	\$ 60.00	\$ 60.00
					\$ 392.50
69	JUTE MESH				
	4' x 225' JUTE MESH	16,200	SF	\$ 0.07	\$ 1,134.00
	6" x 1" x 6" - 11 GA STAPLES (1000 / BOX)	6	BOX	\$ 40.00	\$ 240.00
					\$ 1,374.00
	EROSION CONTROL NETTING				
70	COIR 700 GRM NETTING (13.1' x 82')	20,406	SF	\$ 0.23	\$ 4,693.38
70A	COIR 900 GRM NETTING (13.1' x 82')	4,296	SF	\$ 0.28	\$ 1,202.88
	6" x 1" x 6" - 11 GA STAPLES (1000 / BOX)	9	BOX	\$ 40.00	\$ 360.00
					\$ 6,256.26
72	FIBER ROLLS				
	8" x 25' BIODEGRADABLE STRAW WATTLE	4,550	LF	\$ 1.05	\$ 4,777.50
					\$ 4,777.50
	TYPE 1 INSTALLATION				
	1" x 1" x 24" REG WOOD STAKE (50 / BUNDLE)	46	BUNDLE	\$ 12.00	\$ 552.00
					\$ 552.00
124	RSP FABRIC				
	CLASS 8 RSP FABRIC (15' x 300')	2,000	SY	\$ 0.90	\$ 1,800.00
					\$ 1,800.00
	EROSION CONTROL / FABRIC ORDER MUST EXCEED \$7000 FOR FOB JOBSITE TERMS. ONE SHIPMENT - COMPLETE				

Quantities are estimates only; prices subject to change if WCBS cost change. Contractor is responsible for verifying types and quantities before bidding and or purchasing. Quote valid for 30 days only. Sales tax not included. Terms: Net 30. Full T.L. FOB jobsite. 10% deposit may be required when order is placed. Subject to terms in subsequent PO or contract.

[Back To Query Form](#)**Search Returned 1 Records**

Thu Aug 25 14:44:27 PDT 2016

Query Criteria

Firm ID: 27363

Firm Type: DBE

Firm ID	27363
Firm/DBA Name	WATER COMPONENTS & BUILDING SUPPLY, INC
Address Line1	P.O. BOX 10007
Address Line2	44 SIMMS STREET
City	SAN RAFAEL
State	CA
Zip Code1	94912
Zip Code2	
Mailing Address Line1	P.O. BOX 10007
Mailing Address Line2	
Mailing City	SAN RAFAEL
Mailing State	CA
Mailing Zip Code1	94912
Mailing Zip Code2	
Certification Type	DBE
Email	jane@watercomponents.com; wcbs@watercomponents.com
Contact Name	JANE JENNINGS FIELDS
Area Code	(415)
Phone Number	451-1780
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(415)
Fax Phone Number	451-1786
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	21; 28; 49;
Districts	04;
DBE NAICS	423320; 423510; 423840; 423990; 444190;

ACDBE NAICS

Work Codes C0612 SAFETY EQUIPMENT SUPPLIER; C0621 LANDSCAPING MATERIAL SUPPLIER; C0670 PIPE SUPPLIER; C0680 FENCING SUPPLIER; C0685 PAVEMENT MARKERS SUPPLIER; C0698 BUILDING MATERIAL SUPPLIER; C0699 TOOLS Supplier;

Licenses**Trucks****Gender**

F

Ethnicity

CAUCASIAN

Firm Type

DBE

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Rupert

Construction Supply

3941 Park Drive, Suite 20-487
 El Dorado Hills, CA 95762-4549
 (925) 229-5577
 Rupertsupply.com

DBE

Estimate

Date	Bid Date	Estimate #
8/25/2016	8/25/2016	16114

UDBE Certified, #CT-032785
 CA SBE Certified #1792892
 DIR #1000008293

Job: 01-0B5004 Location: Hopland, CA

Description	Qty	Unit	Unit Price	Total	
BI 88: Steel Soldier Piles (W14 x 53) Grade 50, Domestic, Various Lengths Caltrans Stay Plates: Included: Plate, welding material, installation labor Estimated Freight Charge to Coaters Splicing NOT included Lead Time: 4-6 weeks AFTER mill roll	476,173 9,400 <u>484,573</u> 42,000 <u>526,573</u>	9,244 2,200 21	LF ea. loads	47.86 134.93 400.00	442,417.84T 296,846.00T 8,400.00
BI 100: Treated Timber Lagging DF #1 BTR, Full Sawn, ACQ .60, UC4B, 6 x 12 - 8' mults Lumber Product Assessment - 1% Lumber tax Optional: Cutting fee for Lagging cut to length Estimated Freight Charge to job site Lead Time: 6-8 weeks	<u>\$220,000</u> w/TAX	137 1 137 10	mbf lot mbf loads	1,248.00 1,709.76 25.00 300.00	170,976.00T 1,709.76 3,425.00 3,000.00
HDPE Shims: 1/2" x 6" x 18" 12d galv. nails 40d galv. nails Estimated Freight Charge to job site	<u>232,000</u> IM	2,150 4 13 1	ea box box lot	4.95 95.00 95.00 600.00	10,642.50T 380.00T 1,235.00T 600.00
Clean and Undercoat Fabricated Soldier Piles Fabrication: Provide and Install 3/4" diam. headed studs (approx. 8,710 studs) Fabrication: Provide and Install wedge plates (958 wedge plates) Estimated Freight Charge to job site Excluded: Third party inspection, field work, final coat, splicing	<u>\$12,000</u> w/TAX	1 1 1 21	lot lot lot loads	279,205.00 129,701.00 410,000.00 2,000.00	279,205.00 129,701.00 410,000.00 42,000.00

232,000 IM

CANNOT DBE!

! NOT POSSIBLE!

520.00
14100
NC
26500
12350
31000

Subtotal
Sales Tax (0.0%)
Total

[Back To Query Form](#)**Search Returned 1 Records**

Thu Aug 25 14:26:20 PDT 2016

Query Criteria

Firm/DBA Name: RUPERT

Firm Type: DBE

Firm ID	32785
Firm/DBA Name	RUPERT CONSTRUCTION SUPPLY, LP
Address Line1	12405 GOLD FLAKE CT.
Address Line2	
City	RANCHO CORDOVA
State	CA
Zip Code1	95741
Zip Code2	
Mailing Address Line1	3941 PARK DR., STE. 20-487
Mailing Address Line2	
Mailing City	EL DORADO HILLS
Mailing State	CA
Mailing Zip Code1	95762
Mailing Zip Code2	4549
Certification Type	DBE
E-Mail	estimating.rupert@gmail.com
Contact Name	KAREN WONNENBERG
Area Code	(925)
Phone Number	229-5577
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(925)
Fax Phone Number	269-2861
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	00;
Districts	00;
DBE NAICS	423990; 444190;

ACDBE NAICS

Work Codes	C0653 STEEL SOLDIER PILES; C0654 TIMBER LAGGING; C0670 PIPE SUPPLIER; C0698 BUILDING MATERIAL SUPPLIER; C0900 BRIDGE DECK MATERIALS SUPPLIERS; C5190 JOINT SEAL - WATER STOP;
Licenses	
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

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TRUCKING QUOTE

Reflecting: Public Works / Prevailing Wages,
and when applicable: Non-Prevailing Wage Rates

Contractor: All Contractors listed

Attention: Estimating dept.

Phone: _____

Fax: _____

Job Name: CDOT# 01-0B5004, Repair Slides, Hwy# 101, 3.8/5.3

Job Location: on Hwy# 101, from 0.7 mile north of Cominsky Station Rd and at 0.8 mile south of Pieta Creek Bridge, between Cloverdale & Hopland, in Mendocino County

Contractor job#: _____ R & S job#: _____

Today's Date: 8-23-2016

Bid Date: 8-25-2016/2:00pm

REVISED from: 8-10-2016

**** Please note:** ALL PRICES listed below automatically expire 30 days after the above bid date, unless a signed Purchase Order is received by R & S Trucking within those same 30 days.

Page 1 of 6

Prices quoted below are: **HOURLY ONLY**, and for **WEEKDAYS ONLY**, unless otherwise specified.
All tonnage rates, if quoted, are based upon: **NON-PREVALING WAGE RATES = CURRENT MARKET RATES**

Point of Origin	Material	5-axle Semi ends	4-axle Super Dumps
Syar/Blue Ridge-Hopland	AGG	\$ 110.00/hourly	\$ 115.00/hourly * as a budget only estimate: Approx.. \$ 5.00/per ton +/-
" " "	RIP-RAP	\$ 110.00/hourly * as a budget only estimate: Approx.. \$ 6.25/per ton +/-	N/A
Syar-Healdsburg	AGG	\$ 110.00/hourly	\$ 115.00/hourly * as a budget only estimate: Approx.. \$ 9.25/per ton +/-
" " "	AC	\$ 110.00/hourly	\$ 115.00/hourly * as a budget only estimate: Approx.. \$ 10.75/per ton +/-
Mark West	AGG	\$ 110.00/hourly	\$ 115.00/hourly * as a budget only estimate: Approx.. \$ 17.00/per ton +/-
" " "	RIP-RAP	\$ 110.00/hourly * as a budget only estimate: Approx.. \$ 18.50/per ton +/-	N/A
Canyon Rock and/or Bodean-Forestville	AGG	\$ 110.00/hourly	\$ 115.00/hourly * as a budget only estimate: Approx.. \$ 16.50/per ton +/-
" " "	RIP-RAP	\$ 110.00/hourly * as a budget only estimate: Approx.. \$ 17.50/per ton +/-	N/A

Continued.....

USE FOR DBE

Point of Origin	Material	5-axle Semi ends	4-axle Super Dumps
Bodean Hot-Santa Rosa	AGG	\$ 110.00/hourly	\$ 115.00/hourly <i>* as a budget only estimate: Approx.. \$ 15.00/per ton +/-</i>
" " "	AC, RUBBER AC	\$ 110.00/hourly	\$ 115.00/hourly <i>* as a budget only estimate: Approx.. \$ 16.50/per ton +/-</i>
Syar-Todd Rd.	AGG	\$ 110.00/hourly	\$ 115.00/hourly <i>* as a budget only estimate: Approx.. \$ 17.50/per ton +/-</i>
" " "	AC, RUBBER AC	\$ 110.00/hourly	\$ 115.00/hourly <i>* as a budget only estimate: Approx.. \$ 19.00/per ton +/-</i>
* Please note, <u>the Hourly Rates have now increased and New Minimums have now applied, see below.....</u>			
Granite-Ukiah	AGG	<u>* \$ 125.00/hourly at: 8 hour minimum</u>	<u>* \$ 135.00/hourly at: 8 hour minimum</u>
" " " 6/11/12/TH	AC, RUBBER AC	<u>* \$ 125.00/hourly at: 8 hour minimum</u>	<u>* \$ 135.00/hourly at: 8 hour minimum</u>
Granite-Lakeport	AGG	<u>** \$ 125.00/hourly at: 10 hour minimum</u>	<u>** \$ 135.00/hourly at: 10 hour minimum</u>
" " "	RIP-RAP	<u>** \$ 125.00/hourly at: 10 hour minimum</u>	N/A
Northern Agg-Willits	AGG	<u>* \$ 125.00/hourly at: 8 hour minimum</u>	<u>* \$ 135.00/hourly at: 8 hour minimum</u>
" " "	RIP-RAP	<u>* \$ 125.00/hourly at: 8 hour minimum</u>	N/A

35+35+15+15

Continued.....

NON-PREVAILING WAGE BASED HOURLY RATES and BRIDGE TOLLS, ETC.,**(* Please note the NEW PRICING STRUCTURE below, as of: 4-27-2016)**

1. * 5-axle Double bottoms: Upon Availability, Please Call
2. 5-axle Transfers; \$ 110.00/hourly
3. 5-axle Semi ends: \$ 110.00/hourly, \$ 125.00/hourly at 8/10 hour min.
4. 4-axle Super Dumps: \$ 115.00/hourly, \$ 135.00/hourly at 8/10 hour min.
5. 3-axle 10 Wheeler dump trucks: \$ 105.00/hourly
6. 5-axle Semi Flatbeds: \$ 125.00/hourly
7. * 5-axle Semi bottoms, Upon Availability, Please Call
8. All Rates Listed Above Reflect 6 Hour Minimum Per Day, Per Truck, along with: 6 Hours Minimum Per Night, Per Truck. All tonnage rates revert to hourly billing when minimum's apply
9. * Travel-Time: When listed and/or when applicable, travel-time charges will be billed at the hourly rates listed, per man, per truck, per day.
10. ** Increased Hourly Rates: When listed and/or when applicable, the increase of hourly rates will apply due to distance/mileage: Such as Yolo, Sutter, Yuba, Mendocino, Lake, Contra Costa, Alameda, San Francisco, San Mateo, Santa Clara & Colusa Counties, traffic conditions & environment, duration of time involved, geography, etc.
11. Bridge Tolls: As R & S Trucking services throughout the 9 San Francisco Bay Area Counties and beyond, any and all applicable bridge tolls will be added to the above rates. Please note: Under a new 5-year plan that was proposed on 2-25-2014, the Golden Gate Bridge "Toll Rates" will rise in cost every year after year, for 5 years straight, starting; April 7th, 2014.

PREVAILING WAGES HOURLY RATES

1. All 5-axes, 4-axes and 3-axes will reflect the same hourly rate for the 1st (first) 8 hours in any given shift of: \$ 152.85/hourly. Applicable over-time charges, after 8 hours, will be added accordingly.
2. This prevailing wage rate reflects 6 hour minimum per day, per truck, as well as a 6 hour minimum per night, per truck.



Cutler Trucking, Inc., dba:

CA# 0029093

P.O.Box 414, Fulton, CA. 95439

Quotes provided by: Eric Levy, Estimating, Sales & Marketing
 Estimating Phone 707-571-8820, ext. 2 Estimating Fax 707-571-8223

Email: ericlevy@rstrucking.com**State of California CALTRANS certified:****Disadvantaged Business Enterprise (DBE) # 484110 under ID # 38042**

and

State of California, Department of General Services certified:**Small Business Concern (SB) # 1000659**

and

State of California, Department of Industrial Relations registered:**DIR database registration # 1000007196****Providing a "Commercially Useful Function" since 1984**

Continued.....

Contract of Terms & Conditions including, but not limited to:

1. All quotes must be on an R & S Trucking quote sheets (pages 1, 2, 3, 4 & 5); all purchase orders/letter of intent to duplicate the same. **PLEASE ATTACH A COPY OF QUOTE, WITH ALL PURCHASE ORDERS OR WORK AUTHORIZATIONS.**
2. **Purchase orders must be issued within 30 working days of bid date; Hourly rates only will be honored during the transition period.**
3. When per load / un-scaled loads are quoted, the following allowable times apply: Quarry site / Load site with Aggregates for all truck (4 and 5 axle) types: 5 minutes. And at the Dumpsite / Job site with Aggregates for Double bottoms / Semi ends / Super dumps: 5 minutes.
4. **Demurrage / Standby Time charges will be billed and due & payable, after the standard allowable times listed, based on the hourly rates quoted on page 1 & 2, then divided by 60 minutes.** As an example: \$ 108.00 hourly = \$1.80 per minute. \$ 110.00 hourly = \$1.83 per minute, or \$ 120.00/hourly = \$ 2.00 per minute, etc. Also standby time/demurrage starts upon arrival at the jobsite, including but not limited too; when governmental agencies/general contractors require traffic control points before the actual jobsite (traffic control points, flagmen control, lane closure etc.), and then standby time/demurrage charges will commence starting at the point of that traffic control location.
5. **It will be the contractor's /customers sole responsibility to pay all demurrage /standby time at any quarry site/ load site.**
6. **Never will any "Averaging of Standby Time" be allowed.** In other words; standby averaging is not allowed at all, as first stated on page 1, reflective in qualifying maximum allowable times in tonnage rate quotes. Demurrage / standby time will be billed and become due & payable after the maximum allowable times listed at the rate per minute quoted.
7. **Semi End Dumps, Double bottoms, Semi Bottoms and 10-Wheelers are hourly unless agreed in writing by R&S Trucking & Contractor prior to job commencing.**
8. **All quotes reflect 100% trucking of said job. R & S Trucking reserves the right to void any /all prices if less than 100%.**
9. *** Please call truck orders in by 11:00 a.m... to check availability.** Please notify us several days in advance of any new jobs starting and/or any large truck orders of 8 trucks or more.
10. On all jobs that require certification rosters, additional names may be added at any time.
11. **PROBLEMS ON PROJECTS:** The contractor must FAX into our main office a detailed description of the occurrence, including the sub hauler and/or drivers name, owner of the truck, truck number/trailer(s) number and description of truck/trailer(s), and copy of the freight tag that pertains to this incident or occurrence, along with estimated dollar (\$) amount of loss within 24 hours on the same day of the incident or occurrence. R&S Trucking will accept "NO EXPENSE CHARGES OR BACK CHARGE CLAIMS" unless we are notified as stated above. R & S Trucking will then respond back to customer after investigating the incident. All claims for recovery by contractor for loss or damage to commodity hauled must follow this procedure. To clarify: R & S Trucking treats invoices billed as revenue and claims or back charges as expenses, so as such, any claims or back charges need to be received as an invoice, not a deduction on any R & S Trucking invoice. Any deviation from this procedure will not change the costs incurred and may cause immediate withdrawal of trucking from said job
12. **It is the contractor's responsibility to FAX notice to R&S Trucking Estimator prior to job bidding if certified payroll and/or union participation is required (also see item.32 following).**
13. **Saturday rates: add 12.5% to the weekday rates, listed on Page 1. Also, Sunday & Holiday rates: add 25 % to the weekday rates, listed on Page 1. This applies to all rates quoted, regardless of hourly, per ton, per load = ALL RATES.**
14. **Minimum Show-up time: On every truck dispatched to customers project, customer will be responsible for paying at least a 6 hour minimum daytime, & 6 hour minimum nighttime, unless previously arranged with dispatch.**
15. All un-scaled tonnage quotes will be based on 26.20 tons per load for Double bottoms. All scaled tonnage quotes for partial loads will be based on 24.00 tons for Transfers. All scaled tonnage quotes for partial loads will be based on 19.00 tons for Semi ends, Semi bottoms and Super Dumps These quotes are based on R&S Trucking performing all trucking requirements on said project. Also, when partial loads are sent back from the jobsite, back to the quarry: The time spent traveling back will be charged at the quoted hourly rate.
16. If Contractor chooses not to have loads weighted, then contractor is responsible for all overloads, overload tickets, and anything that occurs if load is not weighed.

Continued.....

17. Hourly time to be charged will start from the time reporting to work (time truck was ordered to be at load site), to the time completing the hourly service, which includes travel time back to the load site on the last load. Time to be charged shall include time for transportation in both directions, time for loading and unloading, and waiting or standby time, at origin and/or destination. Total chargeable time shall be computed to the nearest one-tenth of an hour. Deductions from the time only allowed for carrier equipment failure and meal delays. *** Travel-Time:** When listed and/or when applicable, travel-time charges will be billed at the hourly rates listed, per man, per truck, per day. **** Increased Hourly Rates:** When listed and/or when applicable, the increase of hourly rates will apply due to distance/mileage, traffic conditions & environment, duration of time involved, geography, etc.
18. R & S Trucking shall render to contractor invoices for services agreed to in the quote sheet/purchase order. Contractor agrees to pay R & S Trucking by the 20th day following the last day of the calendar month in which the work was performed, billed by the 5th day of the following month. When large truck orders are continuous in a given period it may be required that the contractor will be billed weekly and said payment to be no later than 10 days of receipt of invoice. Interest to be charged on all past due accounts at the maximum allowed by law.
19. Please provide R & S Trucking Estimator with all specific job information, which will be the basis of our quotes. Specific details such as lane closures, traffic control points, project labor agreements/organized labor unions, locations for transfers to drop trailers, State, County & City agencies road closures, on and/or off-ramp turn-around access, designated truck routes per job specific contract language, etc., are needed to qualify per ton or per load rates, as these types of rates reflect time constraints. R & S Trucking reserves the right to void quoted rates that reflect time constraints (per ton or per load) at any time, due to lack of specific accurate information given at time of request. Default to hourly rates might prevail, however that could change also dependent on information given at time of request!
20. R & S Trucking provides a "Commercially Useful Function" as defined by 49 CFR 26 in achieving the awarded contractors DBE commitment goals. DBE contract commitment goals, whether in dollars or percentages, are strictly the contractor's achievement responsibility, as defined by 49 CFR 26.
21. **Contractor must provide a site on each job for all truckers to clean out trailers daily at end of the last load.**
22. **Contractor must provide a clear path thru the jobsite to the final unload/load location.** Since drivers are not allowed out of their truck in the course of deliveries or pick-ups, the contractor must clear a path of all obstructions, in plain view or hidden, guide the truck thru blind spots and prepare the area around the truck (front, back & side to side) so as to create a clear path at all times. R & S Trucking will not be responsible for any damage to anything or anyone whatsoever due to viewable or hidden objects.
23. R & S Trucking is not responsible for delays caused by equipment failure of employees, agents or sub haulers of R & S Trucking, or by act of God, strikers, lockouts or similar matters beyond the control of R & S Trucking.
24. If any action at law or in equity, including an Action for Declaratory Relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that party may be entitled. This agreement will be governed by and construed in accordance with the laws of the State of California.
25. Any changes to R & S Trucking freight tags must be received by FAX in the R & S Trucking main office within 2 working days from date of work performed by R & S Trucking for review.
26. Notices will be deemed communicated to either party to this agreement by either fax or certified mail using date of actual receipt of notice to receiving party.
27. **R&S Trucking is not responsible for project production;** this includes the availability of trucks, daily plant and/or jobsite production goals, UDBE, DBE & SB dollar listed/commitment amounts material quota amounts or any other reason, on any job, at any time.
28. As it is standard practice in the construction industry for contractors not to sign truckers trucking quotes, If R & S Trucking sign's a contractor's agreement/contract for trucking services; this action will be construed as a contractor signing an R & S Trucking complete quote with its Contract of Terms & Conditions. This also means that an R & S Trucking quotes supersedes any/all contractors agreements/contract/purchase order, and contractor will hold harmless anything associated in that contract, including production.

Continued

- 29. **R&S Trucking Co. is a VENDOR, not a SUB CONTRACTOR.**
- 30. Yearly escalation raise on top of the base rate quoted shall occur at **6% yearly**, commencing **1 year after the job bid date**, and shall continue yearly with 6% raises, year after year, for the continued duration of this same job.
- 31. All Asphalt mix designs, such as **Polymer blends, Rubberized, Open-Grade, etc.**, require the contractor to supply a designated clean-out area on the jobsite, and to supply release agents, such as: United Products, Smart Solve Tar Remover # 603, along with additional equipment & manpower to help facilitate the clean-out of any and all truck and trailer(s). This also includes other sticky materials: such as Bay Mud, Wet Concrete mixes, etc. The time spent on this additional clean-out is chargeable at the hourly rates listed and accrues separately for this clean-out procedure, and this extra-time is not allowed to be averaged-out. In addition, R & S Trucking only hauls rubberized/open-grade type asphalts in 5-axle Double bottoms/Semi bottoms only, when available.
- 32. All rates quoted reflect a diesel cost per gallon up to and including: **\$ 3.25/per gallon**. After it rises to: **\$ 3.26/per gallon**, R & S Trucking will apply a **diesel fuel surcharge rate of 1% for every \$.10 cent per gallon cost increase**, as reported by the U.S. Dept. of Energy weekly on-highway diesel cost reports. Applying a diesel surcharge, after \$ 3.26/per gallon, shall be billed thru the previous weeks trucking work (1 week in arrears).
- 33. All quoted rates **DO NOT** reflect the cost of an on-site truck boss. If the need of one is required, and mutually agreed upon by R & S Trucking and the contractor requesting this need, then the requesting contractor also agrees to pay all costs associated for an on-site truck boss type monitor: This additional fee typically runs \$ 50.00/Hourly or more, plus the fuel cost, which is approx... \$ 400.00/per day or more/per 8 hour shift, plus fuel cost. This rate is subject to change accordingly. .
- 34. **R & S Trucking is not a union company. We are not affiliated or part of any union organization or any union subsidiary. We do not follow any union structure, including but not limited to any union laws, guidelines, wage structure, rules or regulations.**
- 35. **R & S Trucking is not obligated to become a member of the Teamsters or join into any other agreement with any organized union organization arising from PLA (project labor agreements).**
- 36. When "budget trucking only estimates" are provided alongside quoted hourly rates, these budgets are provided reflecting the contractors/estimators desire & requests to help arrive to a: "Approximation of time cycles and/or tonnage estimate to help create a budget cost +/-". These budget costs/rates are not to be considered accurate enough for a commitment and are created only for a convenience, therefor only the hourly rates quoted at the time shall prevail.

Cutler Trucking Inc. dba: R&S Trucking

Contractor or Agent	
Signature	Signature
Date	Date

In business since 1984, providing General Engineering Contractors, Developers & Home Builders, Vineyard Operations and City, State & County Agencies with Trucking Services and Truck Brokering capabilities.

Thank you for choosing R & S Trucking for your special project

www.rstrucking.com



Search Returned 1 Records

Query Criteria

Firm/DBA Name: R&S

Firm Type: DBE

Firm ID	38042
Firm/DBA Name	R&S TRUCKING, INC
Address Line1	1688 ALMAR PKWY
Address Line2	
City	SANTA ROSA
State	CA
Zip Code1	95403
Zip Code2	
Mailing Address Line1	P.O. BOX 414
Mailing Address Line2	
Mailing City	FULTON
Mailing State	CA
Mailing Zip Code1	95439
Mailing Zip Code2	0414
Certification Type	DBE
E-Mail	scutler@rstrucking.com
Contact Name	SHARON CUTLER
Area Code	(707)
Phone Number	571-8820
Alt Area Code	()
Alt Phone Number	
Fax Area Code	(707)
Fax Phone Number	571-0364
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	01; 07; 17; 21; 23; 28; 34; 38; 41; 48; 49; 57; 58;
Districts	01; 03; 04;
DBE NAICS	484110;

ACDBE NAICS

Work Codes	C9774 TRUCKER;
Licenses	
Trucks	FOR HIRE - 31;
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

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